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April 26, 2017

Luly E. Massaro, Clerk
Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02889

Re: Block Island Power Company – Procurement Plan and Tariff Filing
Docket No. 4690

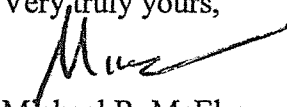
Dear Luly:

As you know, this office represents Block Island Power Company (BIPCo).

Enclosed for filing are an original and nine copies of BIPCo's Request for Protective Treatment of Confidential Information pursuant to Rule 1.2.

If you have any questions, please feel free to call.

Very truly yours,



Michael R. McElroy

MRMc:tmg
cc: Service List

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION

IN RE: BLOCK ISLAND POWER COMPANY : DOCKET No. 4690

**BLOCK ISLAND POWER COMPANY'S REQUEST FOR
PROTECTIVE TREATMENT OF CONFIDENTIAL INFORMATION**

Block Island Power Company ("BIPCo") hereby requests that the Rhode Island Public Utilities Commission ("Commission") provide confidential treatment and grant protection from public disclosure of certain confidential, sensitive, and proprietary information (i.e., a Wholesale Master Power Purchase and Sale Agreement dated April 24, 2017), as permitted by Commission Rule 1.2(g) and R.I.G.L. § 38-2-2(4)(B).

BIPCo also hereby requests that, pending entry of the finding, the Commission preliminarily grant BIPCo's request for confidential treatment pursuant to Rule 1.2(g)(2).

I. BACKGROUND

On April 24, 2017, BIPCo entered into a Master Power Purchase and Sale Agreement with Shell Energy North America (US), LP for the purchase of wholesale power. Paragraph 10.11 of that Agreement provides in part:

" . . . neither Party shall disclose the terms or conditions of a Transaction . . . to a third party (other than the employees, lenders, counsel, accountants, insurers or advisors of a Party or its Affiliates to whom disclosure is reasonably required . . . except in order to comply with any applicable law . . .) . . . or in connection with any court or regulatory proceeding . . . or request by a regulatory authority; provided, however, each Party shall, to the extent practicable, use reasonable efforts to prevent or limit the disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, the non-disclosure obligations set forth in this Section 10.11 . . . Each party will cause its Representatives to comply with the non-disclosure obligations set forth in this Section 10.11.

With respect to information provided in connection with a Transaction, the non-disclosure obligations set forth in this Section 10.11 shall survive for a period of one (1) year following the expiration or termination of such Transaction."

II. LEGAL STANDARD

The Commission's Rule 1.2(g) provides that access to public records shall be granted in accordance with the Access to Public Records Act ("APRA"), R.I.G.L. § 38-2-1 *et seq.* Under the APRA, all documents and materials submitted in connection with the transaction of official business by an agency are deemed to be "public records," unless the information contained in such documents and materials falls within one or more of the exceptions specifically identified in R.I.G.L. § 38-2-2(4). Therefore, to the extent that information falls within one or more of the designated exceptions to the public records law, the Commission has the authority under its Rules and the terms of the APRA to deem such information to be confidential and to protect that information from public disclosure.

In that regard, R.I.G.L. § 38-2-2(4)(B) provides that the following types of records shall not be deemed public:

(B) Trade secrets and commercial or financial information obtained from a person, firm, or corporation which is of a privileged or confidential nature.

III. BASIS FOR CONFIDENTIALITY

This Agreement is the result of a competitive bidding process. Exemption (B) applies because the Rhode Island Supreme Court has held that where disclosure of information would be likely to cause substantial harm to the competitive position of the person from whom the information was obtained, the information is protected confidential information. *Providence Journal Company v. Convention Center Authority*, 774 A.2d 40 (RI 2001).

The first prong of the confidential information test is satisfied when information is voluntarily provided to a government agency and that information is of a kind that would customarily not be released to the public by the person from whom it was obtained. *Providence Journal*, 774 A.2d at 47.

In addition, the Court has held that agencies making determinations as to the disclosure of information under the APRA may apply the balancing test established in *Providence Journal v. Kane*, 577 A.2d 661 (RI 1990). Under that balancing test, the Commission may protect information from public disclosure if the benefit of such protection outweighs the public interest inherent in disclosure of information pending before regulatory agencies.

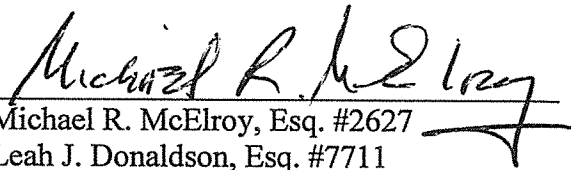
Public disclosure of the Power Purchase Agreement is not necessary to an evaluation by the Commission of the issues in this docket. Disclosure could have an adverse affect on the future competitive bidding process and would violate Section 10.11 of the Agreement.

IV. CONCLUSION

Accordingly, BIPCo respectfully requests that the Commission grant its Motion for Protective Treatment as stated herein.

Respectfully submitted,
BLOCK ISLAND POWER COMPANY
By its attorney

Dated: April 26, 2017


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CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of April, 2017, I sent a copy of the foregoing to the attached service list.


Theresa Gallo

**Docket No. 4690 – Block Island Power Co. – Procurement Plan & Tariff
Service List as of 2/27/17**

Name/Address	Email	Phone
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Kathleen Merolla, Esq. Town of New Shoreham	KAMLAW2344@aol.com ;	
File an original & nine (9) copies w/: Luly E. Massaro, Commission Clerk Public Utilities Commission 89 Jefferson Blvd. Warwick, RI 02888	Luly.massaro@puc.ri.gov ; Margaret.hogan@puc.ri.gov ; Cynthia.WilsonFrias@puc.ri.gov ; Alan.nault@puc.ri.gov ; Todd.bianco@puc.ri.gov ;	401-780-2107
Interested Persons		
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Andrew Marcaccio, Esq., OER	Andrew.Marcaccio@doa.ri.gov ;	401-222-8880

REDACTED

MASTER POWER PURCHASE AND SALE AGREEMENT

COVER SHEET

This *Master Power Purchase and Sale Agreement*, based on the Edison Electric Institute's Version 2.1 (modified 4/25/00) ("*Master Agreement*") is made as of the following date: April 24, 2017 ("Effective Date"). The *Master Agreement*, together with the exhibits, schedules and any written supplements hereto, the Party A Tariff, if any, the Party B Tariff, if any, any designated collateral, credit support or margin agreement or similar arrangement between the Parties and all Transactions (including any confirmations accepted in accordance with Section 2.3 hereto) shall be referred to as the "Agreement." The Parties to this *Master Agreement* are the following:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written.

Block Island Power Company

By: [Signature]
Name: Jeffery M. Wright
Title: President and CEO

Shell Energy North America (US), L.P.

By: [Signature]
Name: Christopher R. Cox
Title: Vice President

